

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TARA RANIERE, NICHOL BODDEN, and :
MARK A. VOSBURGH, :
on behalf of themselves individually, :
and on behalf of all similarly-situated persons, :
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Plaintiffs, : Civil Action No.
: No. 11-cv-2448-(RWS)(AJP)

v.

CITIGROUP INC., CITIBANK, N.A., and :
CITIMORTGAGE INC., :
:-----

Defendants. :
:-----X

Allison Singer hereby declares:

1. On April 11, 2011, I filed a notice of consent with this Court to join this action as a party plaintiff against my current employer Citigroup Inc., Citibank, N.A., and/or CitiMortgage Inc. (together “Defendants” or “Citi”), alleging violations of the Fair Labor Standards Act (“FLSA”) and New York Labor Law (“NYLL”). I am over the age of 18 and competent to testify about the matters set forth in this declaration.

2. I began my employment with Citi on February 15, 2002. My current title is “Home Lending Specialist” and I work out of a Citi office located in Old Brookville, NY. Throughout my employment my title has changed frequently but my duties have never materially changed. For example, on April 30, 2009, Jeff Arrestivo the Citi National Mortgage Director, sent a memorandum to all Home Lending Specialists nationwide including myself, notifying us that our title was changed from “Loan Consultant” to “Home Lending Specialist.” *See* National Mortgage Update #3 Memorandum attached hereto at Exhibit 1.

3. Throughout my employment at Citi my primary duty has been to complete mortgage applications for Citi’s customers interested in purchasing a home or re-financing an

existing mortgage. These customers are primarily referred to me by internal Citi employees including but not limited to Citi Personal Bankers Vivian Safir and Sandy Chin.

4. After receiving a referral, I contact the potential customer by phone. To complete a customer's mortgage application I follow Citi's guidelines and standard operating procedures to collect the customer's financial information and enter it into Citi's computer software ("Contact Manager"). A Citi Underwriter ultimately makes the decision to approve or disapprove a mortgage application. At no point during my employment at Citi did I or any other Home Lending Specialist have the authority to approve or disapprove a mortgage application.

5. Throughout my employment, I have frequently interacted with many other Home Lending Specialists throughout my tenure, I am aware that other Home Lending Specialists perform the same job duties as me and at all times have been treated similarly to me by Citi with respect to hours worked and compensation policies and practices.

6. Throughout my employment, I have performed my primary duties at the Citi branches I am assigned to in Great Neck, NY, Old Brookville, NY, and Rockville Centre, NY and at my home office in Plainview, NY.

7. At no time during my employment did I perform any duties related to office or non-manual work that was directly related to Citi's management or general business operations. Additionally, at no time during my employment did I have discretion or the ability to use independent judgment with respect to matters of significance. Instead, at all times I followed internal Citi guidelines and standard operating procedures to collect financial information and documents to complete customers' mortgage applications.

8. At no time during my employment with Citi did I ever have supervisory authority over any Citi employees. I am only responsible for my own work.

9. I do not need and I was not required to have a specialized educational background to perform my duties.

10. Throughout my employment, I worked extremely long hours to complete my primary duties. Citi expects, and has always expected me and all other Home Lending Specialists to be available to work with customers seven days a week, including evenings. On average I would estimate that I have worked approximately 55 hours per week, and, at times in excess of 60 and 70 hours in a week.

11. Citi never kept a record of my hours worked until July 18, 2010. Based on my frequent interaction with other Home Lending Specialists, I am aware that Citi never kept a record of the hours worked for any Home Lending Specialist until July 18, 2010.

12. Additionally, I was never paid any overtime compensation until the pay period beginning August 1, 2010. Based on my interaction with other employees, no other Home Lending Specialists received any overtime compensation until the pay period beginning August 1, 2010, when the compensation practice was changed for all of us on a national basis. *See* Singer pay stubs for the pay periods ending July 31, 2010 and August 31, 2010 as representative examples of my compensation before and after August 1, 2010 attached hereto at Exhibit 2.

13. Desmond Smith, the Citi National Mortgage Sales Director holds national mortgage sales conference calls on a monthly basis. Citi has held these national conference calls throughout the entire duration of my employment for all Home Lending Specialists. All Home Lending Specialists across the nation are required to call in to these national conference calls. Participants on the national monthly conference calls include Home Lending Specialists from at least the following states: New York, New Jersey, Connecticut, Maryland, Florida, California, Texas, Missouri, Chicago, Illinois, Michigan, and Nevada. During these monthly national conference calls, all Home Lending Specialists are notified on changes to compensation plans,

time-keeping policies, credit policies, and other changes that affect all Home Lending Specialists. I am aware of this due to my monthly participation in these calls, as well as my interactions with other Home Lending Specialists.

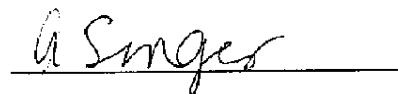
14. On or about July 1, 2010, during a regularly scheduled monthly national conference call, all Home Lending Specialists were notified by Mr. Smith, that all Home Lending Specialists would begin receiving compensation for overtime hours worked the pay period beginning August 1, 2010. Specifically, Desmond Smith stated, "Home Lending Specialists are now considered non-exempt." Going forward, all of us would begin receiving overtime compensation.

15. During the same conference call, all Home Lending Specialists were notified by Mr. Smith, that because of the "non-exempt" status of the Home Lending Specialist position, all Home Lending Specialists must record all hours worked in Citi's internal time keeping system beginning July 18, 2010.

16. There has been no change in my own job duties or responsibilities, or of the Home Lending Specialist position even though the position is now considered non-exempt, which tells me that I should have been receiving overtime compensation throughout my employment with Citi.

17. Throughout the course of my employment, there were many hundreds of individuals employed by Defendants in the role of a Home Lending Specialist across the nation. There are approximately 78 Home Lending Specialists currently working in the tri-state region alone. The tri-state region includes Home Lending Specialists from New York, New Jersey, and Connecticut.

18. I declare under penalty of perjury that the foregoing is true and correct. Executed
on May 6, 2011.

A handwritten signature in black ink, appearing to read "Allison Singer", is written over a horizontal line.

Allison Singer